

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

Lanny J. Davis & Associates, LLC

2. Registration No.

6329

3. Name of Foreign Principal

Prime Minister's Office of St. Christopher & Nevis
Note: Payment for services shall come from CS Global, a private UK company located at 10 Dover Street, Mayfair, W1S 4LQ, London, UK

4. Principal Address of Foreign Principal

Government Headquarters
Church Street/Post Office Box 186
Basseterre, St. Kitts

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country¹
☐ Foreign political party
☐ Foreign or domestic organization: If either, check one of the following:
☐ Partnership ☐ Committee
☐ Corporation ☐ Voluntary group
☐ Association ☐ Other (specify) _____
☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:**a) Branch or agency represented by the registrant**

Prime Minister's Office

b) Name and title of official with whom registrant deals

Honorable Timothy Harris, Prime Minister

7. If the foreign principal is a foreign political party, state:**a) Principal address**

n/a

b) Name and title of official with whom registrant deals n/a**c) Principal aim** n/a

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

n/a

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The funding source, CS Global Partners, is a UK company with an address at 10 Dover St, London W1S 4LQ, United Kingdom, managed by Group Managing Director Micha-Rose Emmett.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	
December 04, 2015	Lanny J. Davis, Esq., Principal	/s/ Lanny J. Davis	eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Lanny J. Davis & Associates, LLC

2. Registration No.

6329

3. Name of Foreign Principal

Prime Minister's Office of St. Christopher & Nevis

Note: Payment for services shall come from CS Global, a private UK company located at
10 Dover Street, Mayfair, W1S 4LQ, London, UK

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached Contract, definition of the "Services". Registrant is a law firm. Registrant will provide legal advice and services to assist the government of St. Christopher and Nevis to address the concerns of the U.S. Treasury Department and the Canadian government and to review and advise the Government on achieving enhanced due diligence and background vetting related to the Citizenship-by-Investment Program.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached Contract, definition of the "Services." Registrant is a law firm. Registrant will provide legal advice and services to assist the government of St. Christopher and Nevis to address the concerns of the U.S. Treasury Department and the Canadian government and to review and advise the Government on achieving enhanced due diligence and background vetting related to the Citizenship-by-Investment Program.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please see attached contract. Registrant is a law firm. Registrant will provide legal advice and services to assist the government of St. Christopher and Nevis to address the concerns of the U.S. Treasury Department and the Canadian government and to review and advise the Government on achieving enhanced due diligence and background vetting related to the Citizenship-by-Investment Program.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 04, 2015	Lanny J Davis, Esq., Principal	/s/ Lanny J. Davis eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



LANNY J. DAVIS
& ASSOCIATES
Law • Media • Legislative/Political Strategies

VIA E-MAIL: chelesarawlins@gmail.com & micha.emmett@csglobalpartners.com

November 20, 2015

Honorable Timothy Harris, Prime Minister
Office of the Prime Minister
Saint Christopher and Nevis
Government Headquarters
Church Street/Post Office Box 186
Basseterre, St. Kitts

RE: NEW ENGAGEMENT

Dear Prime Minister Harris:

This confirms a new engagement agreement between the law offices of Lanny J. Davis & Associates LLC (LJD&A) and Office of the Prime Minister, Saint Christopher and Nevis ("the Client"), to assist the government of St. Kitts and Nevis to address the concerns of the U.S. Treasury Department and the Canadian government and to review and advise the government on due diligence and background vetting of all applicants to the Citizenship-by-Investment Program (the "Program") to assure 100% appropriate individuals are granted passports, with standards of diligence that meet with the approval and after the guidance of the U.S. government and the government of Canada, compliant with the recommendations of IPSA International for enhancing the efficiency and quality of the work done by the Program and the due diligence required by the USG and Canadian government (the "Services"). Such legal advice and strategies, therefore, are rendered with the understanding that their communication to you and reliance on them are subject to the attorney-client and work product privilege.

It is intended that LEVICK Strategic Communications will, pursuant to a subcontract, assist me in the provision of such services, and thus, shall be included under the protection of attorney-client privilege afforded to me as an attorney when providing legal advice to you. Aside from my independent practice of law on the premises of LEVICK, I am also an Executive Vice President of LEVICK.

I, as principal of my law firm, will be principally responsible for Services provided to you. As circumstances warrant, subject to your approval, other lawyers or non-lawyer professionals might be engaged by me to work on this matter under my supervision and as my subcontractors, including Levick.

1900 M Street, NW / Suite 300 / Washington, DC 20036 / Main #: (202) 756-8211 / Fax #: (202) 737-1141
www.lannyjdavis.com



Office of the Prime Minister, Saint Christopher and Nevis Engagement Letter

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Fees

The Services shall be performed at a fee of \$15,000 per month for three months, beginning on December 1, 2015 and ending March 31, 2016 (i.e., work will begin on December 1, but billings for the four month period will be only for three months, or \$45,000). Therefore, a wire transfer of \$15,000 for three months is due on December 1, 2015, February 1, 2016 and March 1, 2016. (Please note: All financial and other obligations under the terms of this engagement letter – fees and disbursements – shall be the sole and exclusive responsibility of CS Global Partners and not the government of St. Kitts & Nevis.)

Not included in these monthly flat fees are authorized out-of-pocket expenses including necessary travel, authorized by Client (business class airfare, hotel, meals, cab fares, parking, etc.) and in-house services (such as postage, telephone charges, duplicating charges, etc.). All disbursements shall be due upon invoice at the end of every month.

This agreement may be terminated by either party at any time by written notice on the first of any succeeding month sent by registered mail – however any monthly fee paid in advance shall not be refundable.

Wire Transfer Information

Payments should be made by wire transfer to the following account info:

Bank:	PNC Bank
Address:	1913 Massachusetts Avenue, NW
Acct. Name:	Lanny J. Davis & Associates LLC
ABA #:	[REDACTED]
Account #:	[REDACTED]

In order to avoid misunderstandings concerning potential conflicts of interest, it is my policy to identify and notify you of any clients whose interests may be adverse to yours. My representation of you does not extend to any parent organizations, subsidiaries, employees, officers, directors, shareholders, partners or affiliates.

Unless I am otherwise instructed by you in writing at or prior to the completion of the matter for which you have engaged me, I will within six (6) months of the completion of the matter for which you have engaged me or the termination of my services, whichever comes first, at my discretion, dispose of documents (hard copies, electronic and any other media) and other materials that remain in my possession relating to a matter for which my services have been completed or terminated.

In the unlikely event that circumstances make it necessary to do so, I reserve the right to withdraw from this engagement for nonpayment of my fees or for any other reason authorized or required by applicable rules of professional responsibility.

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www.lannyjodavis.com



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Indemnification

The Services to be provided will be subject to the instruction of you, and so long as those instructions are followed in good faith, you will indemnify LJD&A and LEVICK for all costs and liabilities, including reasonable attorney's fees relating to or in connection with any claims, actions, demands made regarding the performance of the Services; provided that this provision shall not apply in the event of any final judicial or arbitral adjudication that finds that LJD&A and LEVICK has been grossly negligent, acted in bad faith or committed fraud. The liability for this indemnification provision shall arise and be deemed to commence immediately upon the notice of any such claim(s). In the event you do not comply with this provision, you agree that you shall be liable for any reasonable attorney's fees expended by LJD&A to enforce this provision. You agree that all disputes under this agreement or indemnification provision shall be determined by an expedited, binding arbitration under the rules of the American Arbitration Association, such arbitration to occur in Washington, D.C., with all such judgments of the arbitrator to be enforceable in D.C. U.S. District Court.

If the foregoing correctly sets forth the terms of our engagement, please date and sign this letter and e-mail to me at your earliest convenience.

I appreciate this opportunity to serve you and look forward to continuing to work with you on this matter.

Sincerely,

Lanny J. Davis

Agreed to and accepted:

By: _____
Honorable Timothy Harris
Prime Minister

Date: _____

By: _____
Ms. Micha Emmett
Managing Director
CS Global Partners

Date: _____